

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

Alexandria Division

JOSE SANCHEZ RAMOS

Plaintiff,

v.

BAWADI, INC.

d/b/a Bawadi Mediterranean Grill and Sweets Café

and KHALID MEKKI

Defendants

Case No. 1:17-cv-924-LMB-TCB

Hearing Date: December 1, 2017

Declaration of José Sanchez Ramos

1. My name is José Sanchez Ramos. I am over 18 years of age and am competent to make this declaration. I am a resident of Fairfax County, Virginia.
2. I worked as a cook and a food-preparation worker at Bawadi Restaurant from about September 2016 to about May 23, 2017. I was hired on an indefinite basis and did not hold other employment during this time.
3. I learned about the job around early September 2016 from my brother Juan, who was working in the Bawadi Restaurant kitchen as a cook and a food-preparation worker at the time. Juan was planning to leave Virginia in about a month's time and wanted me to take over his job after he left. So I began working alongside Juan on a trial basis, under terms set by Bawadi's general manager, Khalid Mekki: a schedule of 10 a.m. to 10 p.m., six days a week (Thursday to Tuesday, with Wednesdays off), and compensation at a flat rate of \$500 per week. Mr. Mekki knew about my work at the restaurant on these terms.



4. After about eight or ten days of trial-period work, my brother Juan and I met with Mr. Mekki in the evening at the end of their shift. Mr. Mekki offered me a regular job in the Bawadi Restaurant kitchen on the same terms as I had been working during the trial period: a schedule of 10 a.m. to 10 p.m., six days a week, and compensation at a flat rate of \$500 per week. I accepted the offer.
5. My brother Juan and I worked together in the restaurant kitchen for approximately the month of September 2016. During that month, Juan showed me the ropes: first how to do the food-preparation work, and then how cook traditional Middle Eastern dishes. By the end of October, I had reached a level of proficiency where I could perform my daily tasks essentially without direct supervision.
6. I began my workday at 10 a.m. by preparing and cooking hot foods to be served at the restaurant's lunch buffet. I would also prepare containers of condiments and salad ingredients, cook rice, make sauces, and put whole chickens in the oven. Then from 11 a.m. to closing time, I would prepare and cook food orders for customers of the restaurant. At the end of my shift I would clean my workstation and put any unused foods into storage.
7. The restaurant provided me with all the equipment and materials I needed to do my job, and I did not employ any workers of my own.
8. Around the end of September 2016, my brother Juan left the restaurant, and Mr. Mekki raised my wages to \$550 per week.
9. There were two other regular workers in the restaurant kitchen: a man named "Tino" who, like me, was a food-preparation worker and cook, and another cook named "Ali." Ali was nominally the worker in charge of the kitchen, but he was in the restaurant only

about three days a week and did not often speak to me, as I was already proficient in his duties and did not need direct supervision.

10. Throughout my employment, Khalid Mekki was present at the restaurant almost every day. He worked in the restaurant's administrative office, talked with customers, and occasionally checked in to see how things were going in the kitchen.
11. Whenever I ever had to miss a day of work for some reason, Mr. Mekki was the person I asked for permission. For example, I asked Mr. Mekki if he could have Saturday, March 18 off so that I could move house, and Mr. Mekki said yes.
12. Around December 2016, Mr. Mekki raised my wages to \$600 per week.
13. Around March 2017, I asked Mr. Mekki if I could change my schedule in order to take English classes on Monday and Wednesday evenings. Mr. Mekki agreed, and so around March 12, 2017, my schedule changed to a Friday-to-Wednesday schedule (with Thursdays off). On Tuesdays, Fridays, Saturdays, and Sundays, I worked from 10 a.m. to 10 p.m. On Mondays and Wednesdays, I started work at 10 a.m. and left between 5 p.m. and 6 p.m. to attend my English classes. My wage rate remained \$600 per week.
14. On or around May 5, 2017, I was working at the restaurant when a mattress store adjacent to the restaurant caught fire. The restaurant suffered damage and had to close for a little over two weeks. Mr. Mekki asked me not to take another job and said that he would continue to pay me at my regular \$600 weekly rate if I would do clean-up work at the restaurant to help get it ready to reopen.
15. I performed cleaning work several days a week for about two workweeks while the restaurant was closed to customers. I worked at least fifteen or twenty hours during each

of these weeks. On or around May 17, 2017, Mr. Mekki paid me \$1,100 for these two weeks of work.

16. Around May 19, 2017, the restaurant started preparing to reopen for business in earnest. I worked on May 19 from 10 a.m. to 7:30 p.m., and then from 10:00 a.m. to 10:00 p.m. on May 20 and 21.
17. The restaurant officially reopened for business on May 22, 2017, a Monday. I worked a 10:00 a.m. to 10:00 p.m. shift during this day as well, foregoing my normal Monday English class.
18. The next day, May 23, I reported to work at 10:00 a.m. as usual and started going about my daily tasks. By about noon, I had just finished cooking the rice and was starting to prepare the tomatoes when Mr. Mekki started yelling at me angrily about my work. I told Mr. Mekki that if he didn't like my work, to tell me so in a respectful way. Mr. Mekki continued to yell, and I proceeded to walk out of the restaurant. Mr. Mekki shouted that if I left, I shouldn't bother coming back. And I didn't. That day, May 23, 2017, was my last day of work at Bawadi Restaurant.
19. Throughout my employment, I received my wages directly from Mr. Mekki as cash in hand.
20. My pay was frequently late, and I would have to track Mr. Mekki down and ask to be paid my wages.
21. On Saturday and Sunday nights, I regularly worked between 15 and 30 extra minutes after my scheduled 10:00 p.m. shift ended. Mr. Mekki was aware of this work.

22. Mr. Mekki hired me at a fixed weekly wage rate and promised that I would be paid weekly. But in reality I was paid twice a month: on the fifteenth of the month and on the last day of the month.
23. Mr. Mekki paid me as if each month consisted of exactly four weeks. I.e., on each of my two monthly paydays—the fifteenth of the month and the last day of the month—I would receive exactly two times my bargained-for weekly pay rate.
24. I worked six days a week. If I ever missed a day of work, the restaurant reduced my weekly salary by one-sixth. For example, when I took off work on March 18th to move house, I was earning \$600 per week at that time. Mr. Mekki reduced my salary for that week by \$100.
25. At no time during my employment did I receive a time-and-a-half overtime premium for my weekly hours above 40. I worked over 40 hours in every one of my workweeks, other than the two weeks in May 2017 when the restaurant was closed to customers after the fire.
26. My pay for those two weeks in May was short by \$100—I was promised \$1,200 but received only \$1,100.
27. I received no wages at all for his last five days of work: May 19–23, 2017.

I declare under penalty of perjury that the foregoing is true and correct.

Jose Mateo Sanchez Ramos
José Sanchez Ramos

11-6-2017
Date

Interpreter's Certification

I, Nicholas Marritz, certify that I am fluent in English and Spanish, and that I interpreted the foregoing Declaration of José Sanchez Ramos to the declarant faithfully and accurately, to the best of my ability.



Nicholas Cooper Marritz (VA Bar No. 89795)

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Date: November 7, 2017